

DEPARTMENT OF
HEALTH AND HUMAN SERVICES
PUBLIC HEALTH SERVICE
Rockville, Maryland 20857

CONTRACT NO.

BASIC TRAINING CONTRACT

INITIATING OFFICE - NAME

Division of Commissioned Personnel/HRS/PSC
ATTN: Officer Development Branch/Training

CONTRACTOR - NAME

ADDRESS

5600 Fishers Lane, Room 4A-07
Rockville, MD 20857-001

ADDRESS

THIS CONTRACT is entered into by and between the United States of America, hereinafter called the Government, represented by

the Contracting Officer executing this contract, and

(Name of Contractor and address)

hereinafter called the Contractor. The parties hereto agree that the contractor shall perform all services set forth in Terms and Conditions (on reverse side).

PERIOD COVERED

from to

Funds to be allotted in each order issued pursuant to Article I of Terms and Conditions.

The Division of Commissioned Personnel, Rockville, Maryland, is designated as the office having overall responsibility for initiating the contract. The Administrative Operations Service, Rockville, Maryland, has sole administrative responsibility for execution and formalization of the contract.

Invoices shall be forwarded to the respective office issuing the orders provided for under Article I, who will approve the same and thereupon forward such invoices to the proper accounting point for certification and payment.

(The Contractor will execute this portion of the contract and return all copies to the initiating office.)

The Contractor represents that the aggregate number of employees of the Contractor and its affiliates is:

500 or more Less than 500

1. a corporation organized and existing under the laws of the State of

2. a partnership consisting of

3. an individual trading as

If Contractor is a corporation, the following certificate should be executed under its corporate seal, provided that the same officer shall not execute both the contract and the certificate.

I, _____,

certify that I am the _____

_____ of the corporation named

as Contractor herein, that _____

(CORPORATE SEAL)

who signed this contract on the part of the

Contractor, was then _____ of said

corporation by authority of its governing body,

and is within scope of its corporation powers.

NAME AND ADDRESS OF CONTRACTOR

By _____
(signature)

TYPE NAME AND TITLE

ACCEPTANCE BY THE GOVERNMENT
THE UNITED STATES OF AMERICA

By _____
(Signature of Contracting Officer)

Date _____

TYPE NAME AND TITLE

TERMS AND CONDITIONS

I. SERVICES TO BE FURNISHED.

(a) The Contractor shall enroll and provide instruction during the period specified for student(s), who shall be officers or employees of the Public Health Service who are acceptable to and approved by Contractor, in the courses and for the respective periods of time determined as hereinafter provided.

(b) Requests by the Government for instruction shall be made by delivery to the Contractor of an Order to this contract.

(c) Such Order shall cover one (1) student each, shall be presented in quintuplicate to the Contractor by such student at the time of matriculation, shall be completed by the Contractor to show the curriculum of the student and the cost thereof and shall be forwarded in quadruplicate to the Office whose name appears on the Order.

(d) All students accepted by the Contractor shall be registered in the same manner as other students and shall be subject to the same academic regulations, and shall have the same privileges, including use of all facilities and equipment normally furnished by the Contractor to all students.

(e) In the event it is desired to amend an Order issued hereunder for any reason, an amended Order will be initiated by the Government and forwarded to the Contractor for completion and signature, who shall then process the same in the same manner as an original. Such amended Order shall bear the same number as the original Order in addition to the appropriate amendment number.

(f) Necessary textbooks required for use by individual students will be procured by said students at their own expense.

II. CONSIDERATION, PAYMENT AND INVOICES.

(a) The Government will pay to the Contractor as compensation, the cost of the course of instruction of each student as set forth in the Order covering his/her enrollment, which cost will in no event be a greater amount than charged for other students pursuing the same or similar curriculum; provided that, if the Contractor regularly charges higher rates of tuition for students who are not residents of the State in which the Contractor is located, the Contractor may charge the Government not in excess of the lowest rates applicable to such nonresident students.

(b) The Government will pay the compensation, stated in paragraph (a) above in advance, as follows:

(1) For the first semester in which the student is enrolled, upon the receipt of the approved copy of the Order as provided in paragraph (c) of Article I hereof, the Contractor will submit to the authorizing official whose name appears on the Order a bill covering each Order separately, in duplicate. All bills shall have the following certificates placed thereon and shall be signed by such representative or representatives of the Contractor as shall be authorized by the Government:

"I certify that the above bill is correct and just; that payment therefor has not been received."

(2) As to subsequent semesters, the Contractor will submit bills as provided in (1) above after the student has been enrolled for the semester.

(3) Advance payments to be made under the terms hereof are authorized by the following:

Public Health Service Act, approved July 1, 1944, 58 Stat. 682, (42 U.S.C. 201 et seq.), as amended.

(4) Payment on any such voucher will be deemed to be in complete discharge of the Government's obligation under this contract relative to the student(s) named thereon, to the extent of the tuition or other related fees and charges as the case may be, for the semester or period of instruction covered by such voucher.

(c) It is understood and agreed that Bureau, Division, and Institute Chiefs of the Public Health Service may sign individual Orders to this General Training Contract.

III. TERMINATION.

(a) The performance of work under this contract may be terminated by the Government in accordance with this paragraph in whole, or from time to time in part, whenever, (i) the Contracting Officer shall determine that any such termination is for the best interests of the Government, or (ii) the student voluntarily, or at the request of the Contractor, withdraws from any course or courses. Whenever termination is effected pursuant to (i) above, the Contracting Officer shall deliver to the Contractor a notice of termination specifying the extent to which performance of work under this contract shall be terminated and the effective date of such termination. Whenever termination is effected under (ii) above, the student, after receiving approval of the Officer whose name appears on the original Order, shall notify the Contractor of the effective date of his/her withdrawal and upon receipt by the Contractor of any such notice, it shall discontinue all the work and activity specified by such notice at the time set forth therein.

(b) In the event of termination in whole or in part, the Contractor shall be paid (i) all fees then due and owing and theretofore unpaid, and (ii) all accrued fees, in accordance with the established policies of the Contractor if termination is effected during any period of instruction.

(c) In event of discontinuance or interruption of a student's matriculation for any cause whatsoever the Contractor agrees to make proper refund of any unearned tuition and related fees for services contemplated but not rendered.

IV. TERMINATION IN THE EVENT OF REVISED PRICES. The consideration as set forth in each Order issued hereunder is based on the Contractor's standard fees on the date of such Order. The contractor shall have the right to change any or all fees for any succeeding semester after the first semester or period of instruction upon written notices to the Government thirty (30) days prior to the commencement of such semester, but in no event to a greater amount than that charged for other students pursuing the same or similar course of instruction. In the event of such notice, the Government shall have the option to accept or refuse the revised fee basis. If the Government elects to refuse the revised fee basis, it may proceed to terminate the contract under the terms of Article III hereof.

V. STUDENT SUPERVISION. The Contracting Officer may vary the curriculum as selected by the student but shall not require nor make any change in any course as offered by the Contractor without the Contractor's consent.

VI. REPORTS.

(a) The contractor shall submit to the sponsoring program within the Public Health Service, at the end of each term or semester and at such other times as may be directed a written report containing the progress and grades of each student and such other information as may be required: Provided that, any report required by the Government not regularly furnished other students pursuing the same or similar curriculum will be paid for by the Government at a rate agreed upon in advance either in an original Order or an amended Order.

(b) Any student who, in the opinion of the Government, fails to maintain a satisfactory standing in the course in which he/she has enrolled or whom the Contracting Officer, for any reason whatsoever, desires to remove from such course may, at the option of the Contracting Officer be withdrawn at any time. In such event or in the event that the Contractor ejects any student for breach of its regulation, the matter shall be treated as a partial termination and the tuition for such student shall be computed in accordance with Article III hereof.

VII. DISPUTES. Except as otherwise provided in this contract, any disputes concerning a question of fact arising under this contract which is not disposed of by agreement shall be decided by the Contracting Officer, who shall reduce his/her decision to writing and mail or otherwise furnish a copy thereof to the Contractor. Within 30 days from the date of receipt of such copy, the Contractor may appeal by mailing or otherwise furnishing to the Contracting Officer a written appeal addressed to the Secretary of Health and Human Services and the decision of the Secretary of Health and Human Services or his/her duly authorized representative for the hearing of such appeals shall be final and conclusive; provided, that if no such appeal is taken, the decision of the Contracting Officer shall be final and conclusive. In connection with any appeal proceeding under this clause, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the contract and in accordance with the Contracting Officer's decision.

VIII. COVENANT AGAINST CONTINGENT FEES. The contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fees, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the Government shall have the right to annul this contract without liability or at its discretion to deduct from the contract price or consideration the full amount of such commission, percentage, brokerage, or contingent fee.

IX. OFFICIALS NOT TO BENEFIT. No member of or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this contract, or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

X. NONDISCRIMINATION IN EMPLOYMENT. In connection with the performance of this contract, the Contractor agrees not to discriminate against any employee or applicant for employment because of race, creed, color, or national origin; and further agrees to insert the foregoing provision in all subcontracts hereunder except subcontracts for standard commercial supplies or for raw material. The Contractor also agrees not to discriminate because of race, creed, color, or national origin in the admission or in the subsequent treatment of students.

XI. CONVICT LABOR. In connection with the performance of this contract, the Contractor agrees not to employ any person undergoing sentence or imprisonment at hard labor.

XII. DEFINITIONS.

(a) The term "Contracting Officer" means the person executing this contract on behalf of the Government, and any other officer or civilian employee who is a properly designated Contracting Officer; and the term includes, except as otherwise provided in this contract, the authorized representative of a Contracting Officer acting within the limits of his/her authority.

(b) In addition, the following terms and definitions shall govern for the purpose of this contract:

"Course" - A series of lectures and/or instructions and/or laboratory periods relating to one particular field of science or learning.

"Curriculum" - The courses are selected by one student for his/her course of instruction.